

# REQUEST FOR PROPOSALS

The *Request for Proposals* with associated forms and the Contract Documents, which include the *Contract Agreement*, Exhibits A through G, associated forms, the specifications and drawings, and any other referenced documents therein, all describe the solicitation process and the work to be performed and are published as an integral part of this *Request for Proposals* the same as if incorporated herein. Bid security and performance and payment bonds are required in accordance with the District's Procurement Code, as may be amended. Offeror, design professionals, contractors and subcontractors shall be licensed in accordance with State law and requirements of the Labor, Licensing, and Regulations Board of the State of South Carolina.

DATE ISSUED: 9/21/2021

AGENCY/PROJECT OWNER: Horry County Schools (the District)

SOLICITATION PROJECT #: 2122-11MJ

PROJECT NAME: Consulting Services for Facilities Condition Assessment

PROJECT LOCATION: All locations within the Horry County School District

PROJECT DESCRIPTION: The District intends to hire a single consulting firm to provide professional services as may be required for a complete Facilities Conditions Assessment (FCA) of all existing K-12 school facilities, including Administrative and Facilities buildings.

The Agency/Owner request qualifications and fees from firms interested in providing professional services for the project listed above. Any questions concerning this solicitation must be address to the District Bid Contract Person listed below.

BID SECURITY: N/A

PERFORMANCE & PAYMENT BONDS: N/A

CONFERENCE:  N/A  Site Visit  Pre-Bid  MANDATORY  NOT MANDATORY  
CONFERENCE DATE/TIME:  N/A 00/00/00 at 00:00 AM (EST)  
CONFERENCE LOCATION:  N/A

SUBMIT PROPOSALS TO: The District prefer submittals via of the website. Submit your offer on-line through the website at the following URL: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

If you must submit a paper offer (See "Submitting a Paper or Modification" and Number of Copies to be submitted" provision)

QUESTIONS: All questions must be submitted in to the District Contact person by 12:00 PM (noon) on 10/1/2021.

SUBMISSION DEADLINE DATE & TIME: 10/12/2021  
2:00 p.m. (EST) (Unless date and time are otherwise amended by addendum.)

SUBMIT OFFER ON-LINE: The District prefers submittals via the website. Submit your offer online through the website at the following URL: <https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

If you must submit a paper offer, see "Submitting a Paper or Modification" and "Number of Copies to be Submitted" provision

NO. OF COPIES ELECTRONIC: **(1) Original of complete offer** Uploaded to the URL provided below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>  
**(1) Redacted copy** Uploaded to the URL provided below:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

DISTRICT CONTACT PERSON: B. Maurice Jackson, CPPB, Procurement Specialist III  
Phone: (843) 488-6929 Fax: (843) 488-6942 E-mail [mjackson@horrycountyschools.net](mailto:mjackson@horrycountyschools.net)

PUBLIC NOTICES: All notices, the solicitation and any addenda shall be posted at the following location:  
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

LICENSURE: To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of submission.

CONFIDENTIAL INFORMATION: To submit confidential information, see <https://procurement.sc.gov/construction/ose-confidential>.

INSTRUCTIONS TO OFFERORS: In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages, including covers, which must be soft – no hard notebooks if paper copy hand or mail delivered. PDF file no larger than 10MB.

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## III SUMMARY OF SERVICES REQUIRED



### Article 1 Introduction

- 1.1 Horry County Schools is one of the largest school systems in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952, a consolidation of all existing school Districts in the county.
- 1.2 The District is currently governed by a board, the Horry County Schools Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.
- 1.3 Currently, the District owns/operates fifty-seven (57) facilities/properties which account for approximately 8,000,000 building square feet and a student enrollment of approximately 45,000.

### Article 2 Nature of Services

- 2.1 This solicitation is for the purpose of contracting with a professional firm to perform services required for the requested Facilities Condition Assessment (FCA).
- 2.2 This contract is NOT solicited under the professional services (Architect-Engineer) procedures. Firms need **NOT** be licensed engineering or architectural firms to respond. However, it is the intent to perform facilities condition assessments with registered architectural and engineering professionals via in house professionals or sub-consultant professionals (see section 4.2.1 and 4.3). The goal is to provide objective ratings of the overall facility and various systems and components for use in life cycle planning, needed repairs and related cost analysis. While conducting the facilities condition assessment, should the survey teams encounter questionable areas or suspected problems such as code violations, structural deterioration, overloaded electrical panels, possible lead, or asbestos beyond that known to the District, etc. they should document these observations in the report.
- 2.3 Proposals shall be considered only from Offerors who are regularly established in the business called for and who, in the judgment of the District, are financially responsible and able to show evidence of their ability, experience, reliability, workforce, education, or other such capabilities to render prompt and satisfactory services to the District under this contract.

### Article 3 Project Assignment

- 3.1 Services on the project shall be provided under the terms and conditions of this contract agreement. Any terms and conditions stated in any project-specific letter of understanding that replaces, amend, deletes, or adds to the terms and conditions of this contract agreement shall not be binding even if signed by a District employee. The letter of understanding shall only serve to state an understanding of the scope of work assigned to the Principal.
- 3.2 Upon agreement of the District and Principal to the scope of work and fees as negotiated for the project, work shall not commence until the Principal receives a properly executed contract from the District. No work shall be provided without securing a District contract and the issuance of a Purchase Order.
- 3.3 In subsequent years, project assignment may be determined by availability of funding, prioritization of needs, or Board approval. Contracts for the project will be negotiated with the selected Consultant

**Article 4**  
**Scope of Work**

- 4.1 The District is updating its Facility Condition Assessment Data and services are needed to assist with collecting, organizing, and utilizing the district-wide data.

The Consultant shall:

- 1) Complete a Facilities Condition Assessment (FCA) of the specified buildings and their respective systems.
- 2) Complete a facility by facility, on-site, non-destructive physical assessment of all existing facilities and related equipment in the following areas at a minimum:
  - a. Substructure - including foundations
  - b. Shell – including superstructure, exterior enclosure and roofing
  - c. Interiors – including interior construction, stairs and finishes
    - i. Carpentry/Masonry – including interior and exterior doors, walls, carpet/tile and wood floors, windows, ceilings, cabinetry, hardware and restroom partitions
    - ii. Painting – including interior and exterior walls and other structures
  - d. Services –
    - i. Conveying – including elevators and lifts
    - ii. Fire Protection – including sprinklers and specialties
    - iii. HVAC – including cooling towers, chillers, boilers, and associated equipment (including nameplate data)
    - iv. Plumbing – including interior and exterior water/sewer piping, valves/backflow devices, and all fixtures
    - v. Electrical systems – including interior and exterior lighting levels, switchgear, distribution network, internal wiring, and fixtures (including nameplate data)
- 3) Provide a report of findings for the individual buildings on each facility included in the Work that will objectively rate the remaining life span of the facility, along with the various components, and whether replacement of the facility within the 10-year planning window may be warranted. Provide also needed repairs or replacements listed as: immediate, within 3 yrs., 5 yrs. or 10 years
- 4) Assist the Facilities Department to develop the 10-yr Long Range Facility Plan using the information obtained and updated through the assessment. This assessment would address the needs of each facility over the 10-yr window as it relates to renovations and remediation or replacement.

4.2 Requirements

- 1.) Complete a visual, non-destructive inspection of the specified buildings (Attachment #1) by registered architectural and engineering professionals. The inspection, combined with a review of base building data and maintenance history, shall be used to produce an accurate quantitative and qualitative assessment of each building condition that identifies deficient components (sub-elements) that comprise the as-built construction of the facility. In addition, during the assessment of each site, notify the District of any obvious life safety issues.
- 2.) Create an inventory of building sub-elements. Inventory shall be categorized in accordance with the naming conventions outlined in the "Standard Classification for Building Elements and Related Sitework - UNIFORMAT II", ASTM E 1557-97 (see Exhibit 1 & 2) The inventory shall be defined at a minimum, at the Uniformat II Level Classification Identified in the "Inspection Methods Schedule" (See attachment J ). Inventory shall be modeled using a parametric modeling system (PACES). Inventory quantities are required to be field verified. Sub-element inventory should include, at a minimum:
  - a) Classification
  - b) Appropriate unit of measure (linear feet, square feet, number, etc.)
  - c) Age
  - d) Material Type
  - e) Condition

- f) Industry standard life expectancy/life cycle
- 3.) Assess the condition of each sub-element included in the inventory. The assessment techniques to be used on each category of building sub-elements will be a "Direct Rating" technique similar to a sustainment management system (SMS).
- 4.) Establish a hierarchical building portfolio that clearly indicates the facility. Collect and store information that describes each building. Such as building number, building name, address, gross exterior building square footage, number of stories above and below grade, date of original construction, date(s) of significant expansions and renovation, building use, and any other District defined variables.
- 5.) Review background data made available by the District to extract information describing sites and buildings that cannot easily be discerned based solely on visual observations.
- 6.) Interview District staff or on-site representatives who may be knowledgeable regarding the recent history of facility maintenance activities and construction history to obtain relevant background information regarding the District's real estate portfolio. As is often the case, specific information regarding individual sites and facilities can be obtained from interviews with on-site staff, such as the facility manager and/or lead maintenance personnel who may have knowledge about the property. Document the staff interviews, and summarize the information provided by each person interviewed.
- 7.) Review site plans, architectural drawings and other background documentation that can be readily made available by the District to assist in documentation of the facilities sub-element inventory. Other critical information such as construction and repair dates and warranty information can often be determined from background documents. Document the sources of background data reviewed.
- 8.) The FCA will be limited to the inventory of building sub-elements that are readily accessible for visual observation using non-destructive survey techniques, grouped in the UNIFORMAT II categories, with the exclusions indicated in the Inspection Methods Schedule (Exhibit 3).
- 9.) The Consultant to provide FCA findings to the District as follows:
  - a) Populate and/or convert data collected during the FCA in a standardized electronic format such as Microsoft Excel or Access for delivery to the district
  - b) Provide a top-level executive summary type report of the findings for the individual buildings on each site included in the Work, using UNIFORMAT II Level I categories that will objectively rate the remaining Service Life and whether replacement of the facility within the 10-year planning window is warranted.
  - c) Prepare additional detailed reports of findings for each facility detailing the various sub-elements, their conditions, service life and other relevant assessment information.
  - d) All reports shall be transmitted to the District in electronic file format using Microsoft Word and Excel and delivered via e-mail and digital media.
  - e) Provide digital photos of representative components of the building sub-element inventory and significant observed condition deficiencies. Store digital photo files in a manner that organizes the photos to the building location and sub-element inventory as appropriate.
  - f) Be able to provide engineering support services, as needed.

#### 4.3 Subcontracting:

- 1.) Where Offerors do not have the in-house expertise or manpower to provide the full scope of services required by the District, to include but not be limited to, structural, civil, mechanical, electrical, landscaping services, information technology, etc., subcontracting of consultants for such services is permitted, with full disclosure and approval of the District. Such subcontracted consultants shall be clearly identified in the proposal. All work

- 2.) Any Offeror, whose proposal includes subcontracting for such consultant services, shall be required to act as the prime contractor for all such services to be performed and must assume full responsibility for the quality and completeness of such services and the conformance of such services to any rules, laws, statutes, and regulations of the pertinent industry as well as the State of South Carolina. The successful Offeror will be the sole point of contact about all stipulations, including payment of all charges and the meeting of all requirements of the RFP and any resulting contract. Acceptance by the District of any proposal including subcontracted consultants shall in no way infer any contractual obligation between the subcontracted consultants and the District.
- 3.) The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any intended subcontractors must be disclosed in the proposal. The District has the right to request a substitution of any stated subcontracted consultant if it is in the best interest of the District to do so.

**Article 5**  
**Evaluation Factors-Proposals**

- 5.1 Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

**Technical Proposal**

Prior Performance and Related Experience on Similar Projects  
Principal/Offeror Technical Expertise & Experience  
Principal's Education, Professional Development & Recognitions  
Recent, Current, and Projected Workload  
Project Schedule

**Business (Price) Proposal Project Cost**

The **Business Proposal shall be separate from the Technical Proposal**. No pricing information shall be included in the Technical Proposal. (See solicitation "V. Proposal Instructions, section 16. Electronic Files-Required Media and Format." Provision)

- 5.2 After completion of the technical evaluations, the responsive and responsible Offerors with a mathematical possibility of being the highest ranked Offeror will be notified for an interview. If selected for an interview, you will be provided at least a ten (10) day notice before the scheduled interview date.

During the interview evaluation, the committee shall score each firm based on the following criteria and interviewees shall structure their presentation to address:

- a) Demonstrated work product
- b) Demonstrated ability to coordinate multiple disciplines and subcontractors
- c) Personal characteristics demonstrated

**Article 6**  
**Award**

- 6.1 It is the intention of the District to enter negotiations and award a contract to the highest ranked responsive and responsible Offeror based on the evaluation criteria. The district may elect to begin negotiations with the highest ranked Offeror. If a satisfactory contract cannot be negotiated with the highest-ranking Offeror, the District may elect to conduct negotiations with the second, and then the third, and so on.
- 6.2 Award will be made to the highest ranked, responsive, and responsible Offeror whose offer is determined to be the most advantageous for the District.
- 6.3 Award will be made to one Offeror.

- 6.4 Once the negotiations have been completed, a Notice of Intent to Award identifying the Offeror(s) to whom the District intends to award a contract shall be emailed to all Offerors and shall be posted on the District's procurement website at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>.
- 6.5 Offerors are advised that all contents of this solicitation and the successful Offeror(s) response, as negotiated, shall constitute the substantive terms and conditions of the relationship.
- 6.6 Any Offeror or potential Offeror who feels he/she has been aggrieved because of this solicitation, any addendum thereto, or subsequent award of contracts has a right to protest and to present an appeal in accordance with the District's Procurement Code, which can be viewed on the District's website at: [https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement\\_Code.pdf](https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement_Code.pdf).
- 6.7 The solicitation and subsequent award of any contract is subject to the provision of the District's Procurement Code and any applicable laws of the State of South Carolina. Any contract entered into as a result of this solicitation shall be governed by the laws of the State of South Carolina.

**Article 7**  
**Maximum Contract Period**

- 7.1 The term of this contract will be a one (1) year, with an option to renew with one (1) additional one year renewal options. Maximum potential contract life is two years.
- The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date.
- At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.
- 7.2 The milestones and project schedules will be determined and negotiated between the District and the Firm for the specific project.
- 7.3 Work on the project started, may be completed by the firm even though the completion date may extend beyond the term of the contract.

## IV. DEFINITIONS



Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

1. **Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
2. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect/Engineer serves as the District's authorized representative to the extent of the contractual agreement between the Architect/Engineer and the District. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
3. **Board:** The Horry County Schools Board of Education
4. **Buyer:** Designee of the District Procurement Officer assigned to officiate the solicitation process for construction work or other related services.
5. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
7. **Contract Documents:** Documents including all terms and conditions and forms contained in the Contract Documents as originally published as well as any published bid addenda, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution.
8. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
9. **Design Requirements:** The written description of the infrastructure facility (e.g., schools) to be procured ... including: (a) required features, functions, characteristics, qualities, and properties that are required by the District; (b) the anticipated schedule, including start, duration, and completion; and (c) estimated budgets as applicable to the specific procurement, for design, construction, operation, and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project. S.C. Code § 11-35-2910(10).
10. **Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 and awarded pursuant to Section 11-35-3220 of the South Carolina Consolidated Procurement Code.
11. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
12. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
13. **Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".
14. **Guaranteed Maximum Price (GMP):** A not-to-exceed price (NTE or NTX) contract is a cost type of contract where the contractor is compensated for actual costs incurred plus a fixed fee subject to a ceiling price. The Contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope from the client, not price overruns, errors, or omissions). Savings resulting from cost underruns are returned to the Owner.
15. **Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
16. **Integrated Project Delivery (IPD):** A project delivery approach that integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the District, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction. IPD fosters an environment where information is openly shared; goals are clearly established; risk is collectively managed and allocated where appropriate; success is tied to shared incentives; and cutting edge technologies are used to their fullest potential.
17. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
18. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
19. **Notice of Intent to Award:** A written notice of the District's acceptance of an Offeror's proposal and the intention to award a contract. The *Notice of Intent to Award* is mailed to all bidders and posted at <https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. Such *Notice of Intent to Award* may be cancelled prior to the execution of a contract.
20. **Offer:** The bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer".
21. **Offeror:** The single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror".
22. **Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time, which constitutes the Bidder's offer to furnish all materials and labor to accomplish the work at the offered prices in the time frame established by the District.
23. **Pre-proposal Conference:** A meeting, generally conducted at the worksite location if there is an existing structure, approximately fifteen (15) days prior to the bid opening date and time for potential bidders, the Architect/Engineer, and District representatives to view and/or discuss the conditions under which the work is to be performed and to provide clarification of the Contract Documents, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
24. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.



25. **Project**: The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
26. **Proposal Instructions**: A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and RFP number identifies the RFP instruction manual.
27. **Representative**: An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
28. **RFP (Request for Proposals)**: The announcement soliciting responses from individuals or firms on the basis of evaluation criteria set for the particular type of services required.
29. **Shall**: The word "shall" or "must" or other such words or phrases used anywhere in the Contract Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.
30. **Software**: All related materials and documentation whether in machine readable or printable form.
31. **Solicitation**: This document, including all its parts, attachments and any Addenda.
32. **Subcontractor**: An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.
33. **Submittal and Public Opening Date and Time**: The date and time established in the RFP or subsequent addenda for receipt of sealed responses.
34. **Suspension**: Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.
35. **Taxpayer Identification Number (TIN)**: Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

End of *Definitions*

## V. PROPOSAL INSTRUCTIONS



- 1. Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions* as well as the work to be performed and the conditions under which the Contractor shall perform the work included in the Contract Documents (*Contract Agreement*, Exhibits A through C, specifications and drawings, forms and any other referenced documents therein) and the proposal is made in accordance therewith. The Offeror's principal certifies the proposal submitted is based upon the services required and/or the materials, equipment and systems specified in the Contract Documents, as amended by any addendum, and incorporates all costs necessary for the successful completion of the work to be performed in the stipulated time.
- 2. Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal/bid or proposal to and perform work for Horry County Schools ("the District"). The Offeror further represents all subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined in the Contract Documents also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or proposal or proposal or performing services for any governmental entity or the State of South Carolina. Offerors and their subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.
- 3. Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District and including the Contract Documents, which are an integral part of the solicitation process, from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents or Contract Documents.
- 4. Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Offeror receives a contract award but failed to make such examinations, the Offeror shall in no way be relieved of the obligation to comply in every detail with all provisions and requirements of the Contract Documents without additional compensation or time.
- 5. Pre-Bid or proposal Conference:** While the District considers any scheduled pre-bid or proposal conference critical to understanding the project requirements and site conditions; attendance is non-mandatory unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for ensuring they have received the information from the pre-bid or proposal conference site review provided in a subsequent addendum. The date, time and location of any pre-bid or proposal conference are stated in the *Request for Proposals*.
- 6. Addenda:** Addenda shall be issued prior to the proposal opening date and time for the purposes of modifying or interpreting the Contract Documents through additions, deletions, clarifications or corrections. No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Proposals*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line bid or proposal source(s) stated in the *Request for Proposals*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.
- 7. Authorization – Signing Your Offer (JAN 2004):** Every offer must be signed by an individual with actual authority to bind the Offeror.  
(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.  
(b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.  
(c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.  
(d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.  
(e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
- 8. Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the *Official Submission Form* shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.
- 9. Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered. To submit confidential information, see <https://procurement.sc.gov/construction/ose-confidential>.
- 10. Subcontractor Disclosure:** The successful Offeror will be the primary point of contact with regard to all stipulations, including payment of all fees and the meeting of all requirements of the *Request for Qualifications* and the subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. **Disclosure of subcontractors after contract award is not acceptable.** Any Offeror, whose response includes subcontractors, is required to act as the primary administrative contact for services to be performed by those subcontractors and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subcontractor that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subcontractor of the Offeror. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subcontractors recommended to the District must be disclosed in the response.

**11. Subcontractor Substitution:** The District shall have the right to reject any subcontractor that ordinarily appears to meet the requirements but, unknown to the Offeror, is not acceptable to the District at the time of bid or proposal or proposal submission. Substitution of an unacceptable subcontractor shall be in accordance with the District's Procurement Code. If, at the bid or proposal or proposal opening, the Contractor lists a subcontractor who, at the time the bid or proposal or proposal was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subcontractor, the bid or proposal or proposal shall be considered non-responsive unless allowed by the District under Paragraph 20.

**12. Use of Minority and Economically Disadvantaged Subcontractors:** The District encourages the Offeror's use of minority-owned and women-owned businesses as subcontractors provided they meet all the requirements of the *Proposal Instructions*, as applicable.

**13. Vendor Registration Mandatory:** The District has implemented an online, electronic bid or proposal system to receive bid or proposals and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective offerors must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

**14. On-Line Bid or Proposal Instructions:** (a) **Mandatory Registration:** You must register before you can submit an offer online. See clause entitled "Vendor Registration Mandatory". To register or submit an offer, please visit the following site: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. (b) Once registered and signed into the system, choose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from the Offeror. (c) To confirm your offer has been submitted, you should receive an email notification from [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) with the subject line "Vendor Bid or proposal File Submittal". Only offers with an email status of "Vendor Bid or proposal File Submittal" have been received by the District.

If you experience any issues, contact Vendor Registry Support Team by email at [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) or toll free at 844-802-9202. **PLEASE NOTE:** Do NOT wait until the last minute to enter your submission. Registration for new contractors can take up to three (3) days.

**15. Submitting a Paper or Modification:** Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BID OR PROPOSALING INSTRUCTIONS."

If you must submit a paper offer or modification the following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid or proposal or proposal. Do not modify the solicitation document itself (including bid or proposal schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Attn: Procurement Office	Attn: Procurement Office
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the Offeror. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. The District is only receiving packages via of delivery service on Tuesdays and Thursdays. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) If the solicitation is a *Request For Proposal*, you must submit one (1) original and five

(5) copies. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The District's Mail Services picks up all mail from the US Postal Service daily, around 9:00AM (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled *Deadline for Submission*

**16. Electronic Files – Required Media and Format:** Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name and be compatible with Microsoft Office (version 2003 or later) or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

**17. Deadline for Submission of Offer:** Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover Page prior to the bid or proposal opening or the governmental body's mail room which services that purchasing office prior to the opening. [R.19.445.2070(G)].

**18. Ownership of Materials:** All materials submitted in response to the *Request for Proposals* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

**19. Proposal Acceptance Period:** Any proposal submitted in response to this *Request for Proposals* constitutes a firm commitment for a period of ninety (90) days following the proposal opening date and time.

**20. Withdrawal or Modification of a Bid or proposal or proposal:** A response shall not be modified, withdrawn or cancelled by the Offeror during the sixty (60) calendar days immediately following the public opening date and time as stated in the *Request for Proposals* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.

Prior to the public opening date and time, a proposal may be modified or withdrawn by notice

to the District's Buyer listed in the *Request for Proposals*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

**21. Offeror Responsiveness:** For a proposal to be considered by the District, the Offeror shall first be determined by the District to be responsive to the proposal requirements. Any proposal which fails to conform in all material respects to the essential requirements of the *Proposal Instructions* and the required forms shall be considered non-responsive and rejected as provided for in the District's Procurement Code. A proposal is non-responsive if, at the proposal closing, the Engineer lists a Consultant who, at the time the proposal was submitted, was not sufficiently and appropriately licensed under State law to perform the work, and such non-responsiveness is not subject to cure by substitution. Any proposal which the District is prohibited by law from considering shall be rejected as non-responsive unless allowed by the District under Paragraph 23.

**22. Offeror Responsibility:** For a *Contract Agreement* to be executed, the Offeror shall also be determined by the District to be responsible. The District may make any and all reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work timely and to the satisfaction of the District. A determination of responsibility focuses on whether the Offeror has the necessary facilities, resources, qualifications, and ability to provide the work specified in the Contract Documents in a satisfactory and timely manner. For an Offeror to be deemed responsible, it must have the capability in all respects to fully perform the contract requirements, and have the integrity and

reliability to assure timely good faith performance, which may be substantiated by past performance. Factors used to assess responsibility may include, by way of illustration and not limitation, a) availability of appropriate finances, material, equipment, facilities, expertise, and personnel resources, or the ability to obtain them, necessary to meet all contractual requirements; b) a satisfactory record of performance and integrity with the District and other governmental entities; c) no outstanding debts owed nor any judgments in the past five (5) years or currently pending with the District or any other entity; d) the capability of legally contracting with the District or the State of South Carolina; e) Offeror and subcontractors being properly qualified and eligible to contract for the work as stated in the next paragraph; f) supplying all necessary, required and requested information within forty-eight (48) hours of the request by the District; and g) submit to a very detailed evaluation process administered by the District which includes all subcontractors.

**23. Minimum Contractor Qualifications Required:** The District reserves the right to reject any Offeror as non-responsible if the evidence submitted by the Offeror or any investigation of the Offeror fails to satisfy the District of the responsibility factors in the previous paragraph and, by way of illustration and not limitation, the following:

A. The offeror's experience, skill, and ability, to perform the work required as well as the experience, skill, and ability of key personnel. At least one principal of the business shall have a minimum of ten (10) years of documented commercial experience or an equivalent of five (5) years of documented school experience. The Offerors's project manager as well as all subcontractors shall each have a minimum of five (5) years of documented commercial experience or as required in the *Contract Agreement*.

The District understands the importance of good planning and management. As such, the qualifications for both the Project Manager will be a significant portion of the Contractor evaluation in determining "responsibility" as it relates to the selection process of the selected General Contractor. Therefore, it is the District's anticipation that the Project Manager will be familiar enough with the project and project demands that he/she can organize and oversee the responses during the District's evaluation process for the General Contractor as specified in paragraph 22 of the *Proposal Instructions*.

B. The demonstrated ability of the Offeror and the listed subcontractors to perform work promptly within the time specified, without delay or potential default.

C. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror and the listed subcontractors/consultant and their key employees, owners, directors, officers or others associated with them.

D. The quality of the Offeror's and listed subcontractors' past and present performance on other contracts entered into and the Offeror's experience with projects similar to the one identified in the Contract Documents.

E. Any current contract between the District and the Offeror or any listed subcontractor/consultant in compliance with all terms and conditions of the contract.

F. The Offeror or any listed subcontractor not currently debarred from doing business with the State of South Carolina, the District or any other governmental entity.

G. Any amounts due and payable to the District by the Offeror or any listed subcontractor/subconsultant paid in full prior to the bid or proposal submission.

**24. Right of Waiver:** In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions, thereof; c) accept firm proposals from the top rated Offerors to the solicitation in such number as the District may determine and select such proposal that the District deems is in the best interests of the District; d) negotiate with the Offeror whom the District deems can provide the best Civil Engineering services; e) reject any and all proposals offered or any portions thereof; or f) other such rights as provided in the District's Procurement Code or this RFP.

**25. Non-Collusion Clause:** By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive *Request for Proposal*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bid or proposals for similar work from Offerors suspected of collusion.

**26. Bid or Proposal Expenses:** All costs associated with a) attendance at any pre-proposal conference(s) or other proposal meetings including pre-award interviews, b) worksite observations, c) preparation and presentation of a proposal, d) supplying any documentation required by the District for purposes of determining Offeror responsibility or in relation to any protest or appeal, or e) any other costs incurred prior to execution of a *Contract Agreement* is solely the responsibility of the Offeror.

*End of Proposal Instructions*

## VI. PROPOSAL SPECIAL INSTRUCTIONS



**1. Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.

**2. Prohibited Communications and Donations (FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165]

**3. Number of Copies to be Submitted:** One (1) original, and One (1) Redacted Copy of your offer through the online vendor URL as provided on the Cover Page. If you must submit a paper copy by mail or hand delivered, offeror shall submit One (1) Original, ten (10) copies, and one (1) electronic copy on a thumb drive.

**4. Response Format:** Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Responses are limited to standard (8½" x 11") pages using a minimum of a 10-point font. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix. Responses shall be portrait orientation. In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages, including covers, which must be soft – no hard notebooks. PDF file no larger than 10MB.

**5. Electronic Copies – Required Media and Format (Revised March 2020): ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020):** Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name, and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

**6. Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade

secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Electronic Copies – Required Media and Format".) Except for the redacted information, the USB drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

**7. Proposal Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.

**8. Submitting Your Offer or Modification: (MAR 2015) (MODIFIED):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies though the online url as indicated on the Cover Page. If mailing or hand delivery of the offeror, refer to Section Proposal Special Instructions #3. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**9. Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

**10. Drug Free Work Place Certification:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**11. Ethics Certificate:** By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding

statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Specialist at the same time the law requires the statement to be filed

**12. Open Trade Representation (JUN 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**13. Illegal Immigration:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or

(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**14. Protest Procedure:** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the Horry County Schools in accordance with the Horry County Procurement Code Article XII LEGAL AND CONTRACTUAL REMEDIES §11-35-4210 at: CPO, Office of Procurement Services, 335 Four Mile Road, B300, Conway, SC 29526. EMAIL: [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net). 843.488.6893

*End of Proposal Special Instructions*

## VII. INFORMATION FOR OFFERORS TO SUBMIT

The Offeror shall prepare a response to all the following questions and shall submit to Horry County Schools as stated in the Proposal Special Instructions section "Number of Copies to be submitted". Each SECTION should begin on a separate page.

### PROPOSAL FORMAT:

All pages are to be numbered.

Font size shall be standard font no less than 10 point

Offerors shall submit proposals on-line through the website in two (2) separate electronic files as follows:

- (a). Technical Proposal
- (b). Business Price Proposal

**TECHNICAL PROPOSAL** The Technical Proposal shall be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposal must include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of this solicitation. Although concise, the proposals should be thorough and detailed so that the District may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this solicitation.

Offerors are requested to organize responses in the order as listed below.

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

### SECTION 1: Signatory/Information Sheets

Offeror shall submit a one-page cover letter, briefly identifying the offering firm and stating that the Principal submitting the offer and signing the **Official Submission Form** has the authority to bind the Principal and the Offeror in a contract. Clearly state the strengths of the proposed team and what would distinguish this team from other firms.

The **Official Submission Form** shall follow the cover letter and all questions shall be answered and addenda acknowledged.

### SECTION 2: Prior Performance and Related Experience on Similar Projects

Complete the forms including five (5) projects completed within the last five (5) years that best illustrate capabilities including:

- a) Description and scope of project. Include representative documents, and other images required to show the scope and complexity of the project.

The presentation of the projects above shall directly address the following features of that work:

- 1) Description, location, and scope of the project,
- 2) Initial budget Provide final costs compared to the initial budgets with explanation for deviations, if required.
- 3) Initial time frame for services. Provide actual completion time frame, and explanation for deviation, if required.
- 4) A brief description of the major challenges, and the solution provided.
- 5) Name of contact person for each project with phone number and email address.

It is desired that at least three of the projects/examples required above demonstrate related experience in: Elementary, middle, and high schools.

- a) Include the corporate history, philosophy, target markets, R&D resources, support resources, implementation/training resources, and future development plans. Category also includes litigation history, financials, and other evidence of stability, corporate profile of subcontractors and/or supplies (if any), as well as proximity to project location, etc. Includes relevant qualifications and experience of the firm

and proposed project team, including the demonstrated ability of the effective management of facility condition assessments for projects comparable in complexity, size, and function; including experience of the project manager(s) on completed projects of similar size, type, and complexity; assigned team's experience with effective budget and schedule control plans for this project; percentage of the primary team member's time being committed to this project.

It is also preferred, but not required, that at least three (3) of the five (5) projects/examples have been for K-12 facilities in South Carolina, other than Horry County Schools.

The projects/examples listed in this section shall serve as references should the District choose to contact them. Failure to include viable and accurate data, contact information, and project information may be ample cause for rejection of the qualifications package as non-responsive.

### SECTION 3: Technical Expertise & Experience

In this section, identify the name(s) of the individual(s) that meet the minimum requirements listed. Complete only those sections for which you have employees, subconsultants, or consultants that you can reasonably predict may work on District projects. No other personnel, subconsultants, or consultants shall work on District projects except as approved by the District. You may include more than one name in each section (other than the Principal). Identify if the firm or its subconsultants are SC registered SMBA and what percentage of the project is to be performed by an SMBA.

Provide answers to all requests for information on the sheet provided. Include in this section:

- a) Brief resumes for Principal and all other staff that my work on District projects; include current SC licensure for each as applicable.
- b) Provide an organizational chart for employees, staff and subconsultants that may work on district projects.
- b) Pertinent information about any subconsultants or consultants that will be providing any work on District projects.
- c) Information related to licensing reprimands, revocations, cease and desist orders, etc. filed on Principal or any other Principal for the Provider by the S.C. Labor, Licensing and Regulation office.

Confine response to the provided form and no more than three (3) additional pages per Principal, staff member, subconsultant or consultant identified on the form.

### SECTION 4: Principal's Education, Professional Development & Recognitions

In this section, identify his/her educational background. Provide details on professional recognitions received in the past five (5) years and the Principal's and Provider's reputation and professional standing in the field, honors, memberships in local councils, etc.

Provide brief educational background, and recognitions on the individuals, subconsultants, or consultants who will be providing work for the District. Please provide information for all other employees who may reasonably be expected to complete work on these projects.

Indicate the firm's philosophy regarding continuing education and training for staff and how this will benefit the District.

Confine response to no more than seven (7) typewritten pages.

## SECTION 5: Recent, Current, and Projected Workloads

In this section, identify the following for the proposed design team (stated in Section 3 above):

- a) Workloads/projects of the Offering firm completed within the last two (2) years.
- b) Current and projected workloads of the Offering firm and anticipated design completion dates over the next twelve months.
- c) Current and projected workloads of the major consultants and the anticipated design completion dates over the next twelve months.
- d) Volume of work awarded to the Offeror by Horry County Schools in the last 5 years, and what percentage was completed by an SMBA

## SECTION 6: Project Schedule

Provide preliminary milestone dates for completion of the assessment in the field, assistance with creation of the long-range facility plan.

Confine response to no more than five (5) typewritten pages.

## SECTION 7: BUSINESS (PRICE) PROPOSAL

In this section, the Business Proposal shall be separate from the Technical Proposal. No pricing information shall not be included in the Technical Proposal.

**Business (Price) Proposal** *(To be submitted as a separate envelope/file in the electronic upload labeled "CONFIDENTIAL Proposal;*

**FIRM NAME:** \_\_\_\_\_ *with the following information enclosed.)*

- a) Include the overall cost of the project and a detailed breakdown of individual costs for the various scopes contained in this project.
  - Project Management (meetings, planning, client consultation, etc.
  - Field Effort for Conducting the FCA
  - Assistance with Development of the Long-Range Plan.
- b) Describe any contingencies or assumptions used that might impact the lump sum fess as proposed.
- c) Add/Alt #1, School by school, grade by grade Long Range (10 year) Demographic & Enrollment Analysis. Prepare via ESRI compatible GIS software. Indicate subconsultant(s) to be used. District will provide past and current geocoded student data as a basis for the analysis and forecasts. Offeror to make use of current and past Census data, real estate/market indicators, County information on subdivisions, rezoning's, building permits, and anticipated County growth, and any other data that benefits the effort. District may be also be interested in licensing software applications used in this effort for incorporation into the annual planning activities.

*End of Information for Offerors to Submit*





# VIII. OFFICIAL SUBMISSION FORM



OFFICIAL SUBMISSION FORM	Solicitation Type: Request for Proposals (RFP) Solicitation Number: 2122-11MJ Date Issued: 9/21/2021 Procurement Specialist: B. Maurice Jackson, CPPB Phone: (843) 488-6929 E-Mail Address: mjackson@horrycountyschools.net Address: HCS, Procurement Office	Mailing: PO Box 260005 Physical: 335 Four Mile Road Building B, Room 300 Conway, SC 29528
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Offeror shall note that submission of a response to this Request for Proposals authorizes the District or its agents/representatives to make inquiries concerning the Offeror and the offer submitted from any entity it deems appropriate.

**SECTION 1: Signatory Information**

Date of Offer: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_

Offeror Firm/Company Name: \_\_\_\_\_

Offeror Mailing/Street Address: \_\_\_\_\_

Offeror City / State / Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

Name / Title of Authorized Agent: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Employee Name Licensed With SC Licensing Board (Qualifier): \_\_\_\_\_ License Number: \_\_\_\_\_

Number of Years as a Firm/Company: \_\_\_\_\_ Number of Years Principal with Company: \_\_\_\_\_

Signature above indicates that the Principal has the authority to bind the Offeror in a contract and that all responses contained in this submission are true and correct.

Is the Principal on this cover sheet legally authorized to bind the Offeror ?  Yes  No

You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions).

Acknowledgement of Addenda issued: Offerors acknowledge by receipt of addenda indicating amendment number and its date of issue.

Acknowledge receipt of all addenda issued:	Addendum Number: _____	Initials: _____	
	Addendum Number: _____	Initials: _____	
	Addendum Number: _____	Initials: _____	

Offeror Firm/Provider Name: \_\_\_\_\_

MINORITY PARTICIPATION AFFIDAVIT (JAN 2006):

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: <http://www.govoepp.state.sc.us/osmba/>.

[04-4015-1]

SECTION 2

Prior Performance and Related Experience on Similar Projects

Offering Firm's Name: \_\_\_\_\_  
Principal's Name: \_\_\_\_\_

Project Examples (*Representative documents, and other images that show the scope and complexity of the project are required.*):

1.

Company Name / Project Owner: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Services Start: \_\_\_\_\_ Services Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Services Budget: \_\_\_\_\_ Services Actual Budget: \_\_\_\_\_  
Major Challenge: \_\_\_\_\_  
Solution: \_\_\_\_\_  
Key personnel participation & Role  
\_\_\_\_\_  
\_\_\_\_\_  
Key subconsultant participation & Role  
\_\_\_\_\_

2.

Company Name / Project Owner: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Describe Project Scope: \_\_\_\_\_  
Time Frames: Services Start: \_\_\_\_\_ Services Complete: \_\_\_\_\_  
Budget vs. Actual Costs: Services Budget: \_\_\_\_\_ Services Actual Budget: \_\_\_\_\_  
Major Challenge: \_\_\_\_\_  
Solution: \_\_\_\_\_  
Key personnel participation & Role  
\_\_\_\_\_  
\_\_\_\_\_  
Key subconsultant participation & Role  
\_\_\_\_\_

3.

Company Name / Project

Owner:

---

Location:

---

Contact Person:

Contact Info:

---

Telephone Number:

---

Describe Project Scope:

---

Time Frames:

Services Start:

---

Services Complete:

---

Budget vs. Actual Costs:

Services Budget:

---

Services Actual Budget:

---

---

---

Major Challenge:

---

Solution:

---

Key personnel participation  
& Role

---

---

Key subconsultant  
participation & Role

---

4.

Company Name / Project

Owner:

---

Location:

---

Contact Person:

Contact Info:

---

Telephone Number:

---

Describe Project Scope:

---

Time Frames:

Services Start:

---

Services Complete:

---

Budget vs. Actual Costs:

Services Budget:

---

Services Actual Budget:

---

---

---

Major Challenge:

---

Solution:

---

Key personnel participation  
& Role

---

---

Key subconsultant  
participation & Role

---

5.

Company Name / Project

Owner:

---

Location:

---

Contact Person:

Contact Info:

---

Telephone Number:

---

Describe Project Scope:

---

Time Frames:

Services Start:

---

Services Complete:

---

Budget vs. Actual Costs:

Services Budget:

---

Services Actual Budget:

---

Major Challenge:

---

Solution:

---

Key personnel participation  
& Role

---

---

---

Key subconsultant  
participation & Role

---

SECTION 3

Principal/Offeror Technical Expertise & Experience

	<u>Minimum Requirements</u>	<u>Name</u>
Principal	Corporate Officer or Partner + license + 10 yrs. Exp.	_____
Discipline/Departmental Leader	License + 7 yrs Exp.	_____
Project Lead ( PM)	License + 5 yrs. Exp.	_____
Other (List title)		_____
Other (List title)		_____
Other (List title)		_____
Other (List title)		_____
Number of years Offeror has been in business:		_____
Number of years Offeror has been in business in SC or had an office in the state:		_____
Number of years Principal has been part of the firm:		_____
Number of projects completed for school districts in the past five (5) years:		_____
Number of projects completed for other governmental entities in past five (5) years:		_____
Total number of projects completed in the past five (5) years:		_____
Total percentage completed by SC certified Minority Business		_____
Total number of projects completed in the last five (5) years on schedule:		_____
Total number of projects completed in the last five (5) years within 10% of estimated budget:		_____
Number of litigations/debarments filed against the firm in the last five (5) years:		_____
Number of licensing reprimands, revocations, cease and desist orders, etc. filed on Principal: (If other than "0", provide details on a separate sheet.)		_____

## **IX. Exhibits**

### Exhibits

- a. Exhibit 1: (Chart 2.1)
- b. Exhibit 2: (Chart 5.1)
- c. Exhibit 3: (Inspection Methods)
- d. Exhibit 4: (Facility and Land Holdings)





**Chart 2.1 ASTM UNIFORMAT II Classification for Building Elements (E1557-97)**

Level 1 Major Group Elements	Level 2 Group Elements	Level 3 Individual Elements
A SUBSTRUCTURE	A10 Foundations	A1010 Standard Foundations A1020 Special Foundations A1030 Slab on Grade
	A20 Basement Construction	A2010 Basement Excavation A2020 Basement Walls
B SHELL	B10 Super Structure	B1010 Floor Construction B1020 Roof Construction
	B20 Exterior Enclosure	B2010 Exterior Walls B2020 Exterior Windows B2030 Exterior Doors
	B30 Roofing	B3010 Roof Coverings B3020 Roof Openings
C INTERIORS	C10 Interior Construction	C1010 Partitions C1020 Interior Doors C1030 Fittings
	C20 Stairs	C2010 Stair Construction C2020 Stair Finishes
	C30 Interior Finishes	C3010 Wall Finishes C3020 Floor Finishes C3030 Ceiling Finishes
D SERVICES	D10 Conveying	D1010 Elevators & Lifts D1020 Escalators & Moving Walks D1090 Other Conveying Systems
	D20 Plumbing	D2010 Plumbing Fixtures D2020 Domestic Water Distribution D2030 Sanitary Waste D2040 Rain Water Drainage D2090 Other Plumbing Systems
	D30 HVAC	D3010 Energy Supply D3020 Heat Generating Systems D3030 Cooling Generating Systems D3040 Distribution Systems D3050 Terminal & Package Units D3060 Controls & Instrumentation D3070 Systems Testing & Balancing D3090 Other HVAC Systems & Equipment
	D40 Fire Protection	D4010 Sprinklers D4020 Standpipes D4030 Fire Protection Specialties D4090 Other Fire Protection Systems
	D50 Electrical	D5010 Electrical Service & Distribution D5020 Lighting and Branch Wiring D5030 Communications & Security D5090 Other Electrical Systems
E EQUIPMENT & FURNISHINGS	E10 Equipment	E1010 Commercial Equipment E1020 Institutional Equipment E1030 Vehicular Equipment E1090 Other Equipment
	E20 Furnishings	E2010 Fixed Furnishings E2020 Movable Furnishings
F SPECIAL CONSTRUCTION & DEMOLITION	F10 Special Construction	F1010 Special Structures F1020 Integrated Construction F1030 Special Construction Systems F1040 Special Facilities F1050 Special Controls and Instrumentation
	F20 Selective Building Demolition	F2010 Building Elements Demolition F2020 Hazardous Components Abatement

**Chart 5.1 Suggested Level 4 for the UNIFORMAT II Classification of Building Elements**

Level 3 Elements	Level 4 Sub-Elements	Level 3 Elements	Level 4 Sub-Elements
A1010 Standard Foundations	A1011 Wall Foundations A1012 Column Foundations & Pile Caps A1013 Perimeter Drainage & Insulation	B2020 Exterior Windows	B2021 Windows B2022 Curtain Walls B2023 Storefronts
A1020 Special Foundations	A1021 Pile Foundations A1022 Grade Beams A1023 Caissons A1024 Underprinting A1025 Dewatering A1026 Raft Foundations A1027 Pressure Injected Grouting A1029 Other Special Conditions	B2030 Exterior Doors	B2031 Glazed Doors & Entrances B2032 Solid Exterior Doors B2033 Revolving Doors B2034 Overhead Doors B2039 Other Doors & Entrances
A1030 Slab on Grade	A1031 Standard Slab on Grade A1032 Structural Slab on Grade A1033 Inclined Slab on Grade A1034 Trenches, Pits & Bases A1035 Under-Slab Drainage & Insulation	B3010 Roof Coverings	B3011 Roof Finishes B3012 Traffic Toppings & Paving Membranes B3013 Roof Insulation & Fill B3014 Flashings & Trim B3015 Roof Eaves and Soffits B3016 Gutters and Downspouts
A2010 Basement Excavation	A2011 Excavation for Basements A2012 Structure Back Fill & Compaction A2013 Shoring	B3020 Roof Openings	B3021 Glazed Roof Openings B3022 Roof Hatches B3023 Gravity Roof Ventilators
A2020 Basement Walls	A2021 Basement Wall Construction A2022 Moisture Protection A2023 Basement Wall Insulation A2024 Interior Skin	C1010 Partitions	C1011 Fixed Partitions C1012 Demountable Partitions C1013 Retractable Partitions C1014 Site Built Toilet Partitions C1015 Site Built Compartments Cubicles C1016 Interior Balustrades and Screens C1017 Interior Windows & Storefronts
B1010 Floor Construction	B1011 Suspended Basement Floors Construction B1012 Upper Floors Construction B1013 Balcony Floors Construction B1014 Ramps B1015 Exterior Stairs and Fire Escapes B1016 Floor Raceway Systems B1019 Other Floor Construction	C1020 Interior Doors	C1021 Interior Doors C1022 Interior Door Frames C1023 Interior Door Hardware C1024 Interior Door Wall Opening Elements C1025 Interior Door Sidelights & Transoms C1026 Interior Hatches & Access Doors C1027 Door Painting & Decoration
B1020 Roof Construction	B1021 Flat Roof Construction B1022 Pitched Roof Construction B1023 Canopies B1029 Other Roof Systems	C1030 Fittings	C1031 Fabricated Toilet Partitions C1032 Fabricated Compartments & Cubicles C1033 Storage Shelving and Lockers C1034 Ornamental Metals and Handrails C1035 Identifying Devices C1036 Closet Specialties C1037 General Fittings & Misc. Metals
B2010 Exterior Walls	B2011 Exterior Wall Construction B2012 Parapets B2013 Exterior Louvers, Screens, and Fencing B2014 Exterior Sun Control Devices B2015 Balcony Walls & Handrails B2016 Exterior Soffits	C2010 Stair Construction	C2011 Regular Stairs C2012 Curved Stairs C2013 Spiral Stairs C2014 Stair Handrails and Balustrades
		C2020 Stair Finishes	C2021 Stair, Tread, and Landing Finishes C2022 Stair Soffit Finishes C2023 Stair Handrail & Balustrade Finishes

<b>C3010</b> Wall Finishes	<b>C3011</b> Wall Finishes to Inside Exterior Walls <b>C3012</b> Wall Finishes to Interior Walls <b>C3013</b> Column Finishes
<b>C3020</b> Floor Finishes	<b>C3021</b> Floor Toppings <b>C3022</b> Traffic Membranes <b>C3023</b> Hardeners and Sealers <b>C3024</b> Flooring <b>C3025</b> Carpeting <b>C3026</b> Bases, Curbs and Trim <b>C3027</b> Access Pedestal Flooring
<b>C3030</b> Ceiling Finishes	<b>C3031</b> Ceiling Finishes <b>C3032</b> Suspended Ceilings <b>C3033</b> Other Ceilings
<b>D1010</b> Elevators & Lifts	<b>D1011</b> Passenger Elevators <b>D1012</b> Freight Elevators <b>D1013</b> Lifts
<b>D1020</b> Escalators & Moving Walks	<b>D1021</b> Escalators <b>D1022</b> Moving Walks
<b>D1090</b> Other Conveying Systems	<b>D1091</b> Dumbwaiters <b>D1092</b> Pneumatic Tube Systems <b>D1093</b> Hoists & Cranes <b>D1094</b> Conveyors <b>D1095</b> Chutes <b>D1096</b> Turntables <b>D1097</b> Baggage Handling & Loading Systems <b>D1098</b> Transportation Systems
<b>D2010</b> Plumbing Fixtures	<b>D2011</b> Water Closets <b>D2012</b> Urinals <b>D2013</b> Lavatories <b>D2014</b> Sinks <b>D2015</b> Bathtubs <b>D2016</b> Wash Fountains <b>D2017</b> Showers <b>D2018</b> Drinking Fountains and Coolers <b>D2019</b> Bidets and Other Plumbing Fixtures
<b>D2020</b> Domestic Water Distribution	<b>D2021</b> Cold Water Service <b>D2022</b> Hot Water Service <b>D2023</b> Domestic Water Supply Equipment
<b>D2030</b> Sanitary Waste	<b>D2031</b> Waste Piping <b>D2032</b> Vent Piping <b>D2033</b> Floor Drains <b>D2034</b> Sanitary Waste Equipment <b>D2035</b> Pipe Insulation
<b>D2040</b> Rain Water Drainage	<b>D2041</b> Pipe & Fittings <b>D2042</b> Roof Drains <b>D2043</b> Rainwater Drainage Equipment <b>D2044</b> Pipe Insulation

<b>D2090</b> Other Plumbing Systems	<b>D2091</b> Gas Distribution <b>D2092</b> Acid Waste Systems <b>D2093</b> Interceptors <b>D2094</b> Pool Piping and Equipment <b>D2095</b> Decorative Fountain Piping Devices <b>D2099</b> Other Piping Systems
<b>D3010</b> Energy Supply	<b>D3011</b> Oil Supply System <b>D3012</b> Gas Supply System <b>D3013</b> Coal Supply System <b>D3014</b> Steam Supply System <b>D3015</b> Hot Water Supply System <b>D3016</b> Solar Energy System <b>D3017</b> Wind Energy System
<b>D3020</b> Heat Generating Systems	<b>D3021</b> Boilers <b>D3022</b> Boiler Room Piping & Specialties <b>D3023</b> Auxiliary Equipment <b>D3024</b> Insulation
<b>D3030</b> Cooling Generating Systems	<b>D3031</b> Chilled Water Systems <b>D3032</b> Direct Expansion Systems
<b>D3040</b> Distribution Systems	<b>D3041</b> Air Distribution Systems <b>D3042</b> Exhaust Ventilation Systems <b>D3043</b> Steam Distribution Systems <b>D3044</b> Hot Water Distribution <b>D3045</b> Chilled Water Distribution <b>D3046</b> Change-over Distribution System <b>D3047</b> Glycol Distribution Systems
<b>D3050</b> Terminal & Package Units	<b>D3051</b> Terminal Self-Contained Units <b>D3052</b> Package Units
<b>D3060</b> Controls & Instrumentation	<b>D3061</b> Heating Generating Systems <b>D3062</b> Cooling Generating Systems <b>D3063</b> Heating/Cooling Air Handling Units <b>D3064</b> Exhaust & Ventilating Systems <b>D3065</b> Hoods and Exhaust Systems <b>D3066</b> Terminal Devices <b>D3067</b> Energy Monitoring & Control <b>D3068</b> Building Automation Systems <b>D3069</b> Other Controls & Instrumentation
<b>D3070</b> Systems Testing & Balancing	<b>D3071</b> Piping System Testing & Balancing <b>D3072</b> Air Systems Testing & Balancing <b>D3073</b> HVAC Commissioning <b>D3079</b> Other Systems Testing and Balancing
<b>D3090</b> Other HVAC Systems & Equipment	<b>D3091</b> Special Cooling Systems & Devices <b>D3092</b> Special Humidity Control <b>D3093</b> Dust & Fume Collectors <b>D3094</b> Air Curtains <b>D3095</b> Air Purifiers <b>D3096</b> Paint Spray Booth Ventilation <b>D3097</b> General Construction Items (HVAC)
<b>D4010</b> Sprinklers	<b>D4011</b> Sprinkler Water Supply <b>D4012</b> Sprinkler Pumping Equipment <b>D4013</b> Dry Sprinkler System

D4020 Standpipes	D4021 Standpipe Water Supply D4022 Pumping Equipment D4023 Standpipe Equipment D4024 Fire Hose Equipment
D4030 Fire Protection Specialties	D4031 Fire Extinguishers D4032 Fire Extingulsher Cabinets
D4090 Other Fire Protection Systems	D4091 Carbon Dioxide Systems D4092 Foam Generating Equipment D4093 Clean Agent Systems D4094 Dry Chemical System D4095 Hood & Duct Fire Protection
D5010 Electrical Service & Distribution	D5011 High Tension Service & Dist. D5012 Low Tension Service & Dist.
D5020 Lighting & Branch Wiring	D5021 Branch Wiring Devices D5022 Lighting Equipment
D5030 Communications & Security	D5031 Public Address & Music Systems D5032 Intercommunication & Paging System D5033 Telephone Systems D5034 Call Systems D5035 Television Systems D5036 Clock and Program Systems D5037 Fire Alarm Systems D5038 Security and Detection Systems D5039 Local Area Networks
D5090 Other Electrical System	D5091 Grounding Systems D5092 Emergency Light & Power Systems D5093 Floor Raceway Systems D5094 Other Special Systems & Devices D5095 General Construction Items (Elect.)
E1010 Commercial Equipment	E1011 Security & Vault Equipment E1012 Teller and Service Equipment E1013 Registration Equipment E1014 Checkroom Equipment E1015 Mercantile Equipment E1016 Laundry & Dry Cleaning Equipment E1017 Vending Equipment E1018 Office Equipment
E1020 Institutional Equipment	E1021 Ecclesiastical Equipment E1022 Library Equipment E1023 Theater & Stage Equipment E1024 Instrumental Equipment E1025 Audio-visual Equipment E1026 Detention Equipment E1027 Laboratory Equipment E1028 Medical Equipment E1029 Other Institutional Equipment
E1030 Vehicular Equipment	E1031 Vehicular Service Equipment E1032 Parking Control Equipment E1033 Loading Dock Equipment E1039 Other Vehicular Equipment
E1090 Other Equipment	E1091 Maintenance Equipment E1092 Solid Waste Handling Equipment E1093 Food Service Equipment E1094 Residential Equipment E1095 Unit Kitchens E1097 Window Washing Equipment E1099 Other Equipment

E2010 Fixed Furnishings	E2011 Fixed Artwork E2012 Fixed Casework E2013 Blinds and Other Window Treatment E2014 Fixed Floor Grilles and Mats E2015 Fixed Multiple Seating E2016 Fixed Interior Landscaping
E2020 Movable Furnishings	E2021 Movable Artwork E2022 Furniture & Accessories E2023 Movable Rugs and Mats E2024 Movable Interior Landscaping
F1010 Special Structures	F1011 Air Supported Structures F1012 Pre-engineered Structures F1013 Other Special Structures
F1020 Integrated Construction	F1021 Integrated Assemblies F1022 Special Purpose Rooms F1023 Other Integrated Construction
F1030 Special Construction Systems	F1031 Sound, Vibration & Seismic Const. F1032 Radiation Protection F1033 Special Security Systems F1034 Vaults F1039 Other Special Construction Systems
F1040 Special Facilities	F1041 Aquatic Facilities F1042 Ice Rinks F1043 Site Constructed Incinerators F1044 Kennels & Animal Shelters F1045 Liquid & Gas Storage Tanks F1049 Other Special Facilities
F1050 Special Controls & Instrumentation	F1051 Recording Instrumentation F1052 Building Automation System F1059 Other Special Controls & Instrumentation
F2010 Building Elements Demolition	F2011 Building Interior Demolition F2012 Building Exterior Demolition
F2020 Hazardous Components Abatement	F2021 Removal of Hazardous Components F2022 Encapsulation of Hazardous Components

# INSPECTION METHODS

## UNIFORMAT II

UNIFORMAT II ELEMENTS IN SCOPE						
Uniformat II Group (Level 2, "Systems")	Uniformat II Element (Level 3, "Components")	Inventory Item	Inventory Method	Typical Inspection Method	Notes	
<b>A10 Foundations</b>						
A10 Foundations	A1010 Standard Foundations	Yes	visual	Age-Based	non-destructive analysis	
A10 Foundations	A1020 Special Foundations	Yes	visual	Age-Based	non-destructive analysis	
A10 Foundations	A1030 Slab on Grade	Yes	visual	Age-Based	non-destructive analysis	
<b>A20 Basement Construction</b>						
A20 Basement Construction						
A20 Basement Construction	A2020 Basement Walls	Yes	visual	Age-Based	( if any partial basements exist)non-destructive analysis	
<b>B10 Super Structure</b>						
B10 Superstructure	B1010 Floor Construction	Yes	visual	Age-Based		
B10 Superstructure	B1020 Roof Construction	Yes	model	Age-Based		
<b>B20 Exterior Enclosure</b>						
B20 Exterior Enclosure	B2010 Exterior Wall	Yes	Model	Direct	provide Uniformat II level 4	
B20 Exterior Enclosure	B2020 Exterior Windows	Yes	Model	Direct	provide Uniformat II level 4	
B20 Exterior Enclosure	B2030 Exterior Doors	Yes	Model	Direct	provide Uniformat II level 4	
<b>B30 Roofing</b>						
B30 Roofing	B3010 Roof Coverings	Yes	Model	Direct	provide Uniformat II level 4	
B30 Roofing	B3010 Roof Openings	Yes	Model	Direct	provide Uniformat II level 4	
<b>C10 Interior Construction</b>						
C10 Interior Construction	C1010 Partitions	Yes	Visual	Direct		
C10 Interior Construction	C1020 Interior Doors	Yes	Model	Direct		
C10 Interior Construction	C1030 Fittings	Yes	visual	Direct		
<b>C20 Stairs</b>						
C20 Stairs	C2010 Stair Construction	Yes	Visual	Direct		
C20 Stairs	C2020 Stair Finishes	No	Model	Direct		
	C2014 stair handrails and balustrades	NO	Visual	Direct	provide Uniformat II level 4	
<b>C30 Interior Finishes</b>						
C30 Interior Finishes	C3010 Wall Finishes	Yes	Model	Direct		
C30 Interior Finishes	C3020 Floor Finishes	Yes	Model	Direct		
C30 Interior Finishes	C3030 Ceiling Finishes	Yes	Model	Direct		
	C3032 Suspended Ceilings	Yes	Model	Direct	provide Uniformat II level 4, provide amounts	
	C3033 Other Ceilings	Yes	Model	Direct	( hard finishes) Provide Uniformat II level 4,provide amounts	
<b>D10 Conveying</b>						
D10 Conveying	D1010 Elevators & Lifts	Yes	Model	Direct	*Survey is not a substitute for certification inspection	
D10 Conveying	D1020 Escalators & Moving Walks	Yes	Model	Direct	*Survey is not a substitute for certification inspection	
D10 Conveying			Modl			
<b>D20 Plumbing</b>						
D20 Plumbing	D2010 Plumbing Fixtures	Yes	Model	Direct		
D20 Plumbing	D2020 Domestic Water Distribution	Yes	Model	Direct	*If readily accessible and visible	

# Exhibit 3

# INSPECTION METHODS

## UNIFORMAT II

D20 Plumbing	D2030 Sanitary Waste	Yes	Model	Direct	*If readily accessible and visible
D20 Plumbing	D2040 Rain Water Drainage	Yes	Model	Direct	*If readily accessible and visible (interior drainage)
D20 Plumbing	D2090 Other Plumbing Systems	Yes	Model	Direct	*If readily accessible and visible
<b>D30 HVAC</b>					
D30 HVAC	D3010 Energy Supply	Yes	Visual	Direct	Includes Uniformat II Level 4
D30 HVAC	D3020 Heat Generating Systems	Yes	model	Direct	Includes Uniformat II Level 4
D30 HVAC	D3030 Cooling Generating Systems	Yes	model	Direct	Includes Uniformat II Level 4
D30 HVAC	D3040 Distribution Systems	Yes	Visual	Direct	Includes Uniformat II Level 4
	D3050 Terminal & packaged units	Yes	model	Direct	
D30 HVAC	D3060 Controls & Instrumentation	Yes	Visual	Direct	Includes Uniformat II Level 4
D30 HVAC	D3070 Systems Testing & Balancing	No	Visual	Direct	Includes Uniformat II Level 4
D30 HVAC	D3090 Other HVAC Systems & Equipment	Yes	Visual	Direct	Includes Uniformat II Level 4 ( D3095 air purifiers)
<b>D40 Fire Protection</b>					
D40 Fire Protection	D4010 Sprinklers	Yes	visual	Direct	Includes level 4 (As readily accessible and visible)
D40 Fire Protection	D4020 Standpipes	Yes	visual	Direct	Includes Uniformat II Level 4
D40 Fire Protection	D4030 Fire Protection Specialties	Yes	Model	Direct	Includes Uniformat II Level 4
D40 Fire Protection	D4090 Other Fire Protection Systems	Yes	Model	Direct	Includes D4095, D4091
<b>D50 Electrical</b>					
D50 Electrical	D5010 Electrical Service & Distribution	Yes	Visual	Direct	Includes Uniformat II Level 4
D50 Electrical	D5020 Lighting & Branch Wiring	Yes	Model	Direct	Includes Level 4 (As readily accessible and visible)
D50 Electrical	D5030 Communications & Security	Yes	Visual	Direct	Includes Uniformat II Level 4 , D5031,D5037, D5038
D50 Electrical	D5090 Other Electrical Systems	Yes	Visual	Direct	Includes Uniformat II Level 4
<b>E10 Equipment</b>					
E10 Equipment					
E10 Equipment	E1020 Institutional Equipment	Yes	visual	Direct	Science labs tables and fixed equipment
E10 Equipment					
E10 Equipment	E1090 Other Equipment	Yes	visual	Direct	E1092 ( grease traps) ,E1099 ( kitchen hoods, ducts and exhaust fans)
E20 Furnishings	E2010 Fixed Furnishings	Yes	Model	Direct	include Gym Bleachers
E20 Furnishings					

# INSPECTION METHODS

## UNIFORMAT II

<b>UNIFORMAT II ELEMENTS IN SCOPE</b>					
<b>Uniformat II Group (Level 2, "Systems")</b>	<b>Uniformat II Element (Level 3, "Components")</b>	<b>Inventory Item</b>	<b>Inventory Method</b>	<b>Typical Inspection Method</b>	<b>Notes</b>
<b>F10 Special Construction</b>					
F10 Special Construction	F1010 Special Structures	No			Not in scope
F10 Special Construction	F1020 Integrated Construction	No			Not in scope
F10 Special Construction	F1030 Special Construction Systems	No			Not in scope
F10 Special Construction	F1040 Special Facilities	No			Not in scope
F10 Special Construction	F1050 Special Controls & Instrumentation	No			Not in scope
<b>F20 Selective Building Demolition</b>					
F20 Selective Building Demolition	F2010 Building Elements Demolition	No			Not in scope
F20 Selective Building Demolition	F2020 Hazardous Components Abatement	No			Not in scope
<b>G10 Site Preparation</b>					
G10 Site Preparation	G1010 Site Clearing	No			Not in scope
G10 Site Preparation	G1030 Site Earthwork	No			Not in scope
G10 Site Preparation	G1030 Site Earthwork	No			Not in scope
G10 Site Preparation	G1040 Hazardous Waste Remediation	No			Not in scope
<b>G20 Site Improvements</b>					
G20 Site Improvements	G2010 Roadways	No			Not in scope
G20 Site Improvements	G2020 Parking Lots	No			Not in scope
G20 Site Improvements	G2030 Pedestrian Paving	No			Not in scope
G20 Site Improvements	G2040 Site Development	No			Not in scope
G20 Site Improvements	G2050 Landscaping	No			Not in scope
<b>G30 Site Mechanical Utilities</b>					
G30 Site Mechanical Utilities	G3010 Water Supply	No			Not in scope
G30 Site Mechanical Utilities	G3020 Sanitary Sewer	No			Not in scope
G30 Site Mechanical Utilities	G3030 Storm Sewer	No			Not in scope
G30 Site Mechanical Utilities	G3040 Heating Distribution	No			Not in scope
G30 Site Mechanical Utilities	G3050 Cooling Distribution	No			Not in scope
G30 Site Mechanical Utilities	G3060 Fuel Distribution	No			Not in scope
G30 Site Mechanical Utilities	G3090 Other Site Mechanical Utilities	No			Not in scope
<b>G40 Site Electrical Utilities</b>					
G40 Site Electrical Utilities	G4010 Electrical Distribution	No			Not in scope
G40 Site Electrical Utilities	G4020 Site Lighting	No			Not in scope
G40 Site Electrical Utilities	G4030 Site Communications & Security	No			Not in scope
G40 Site Electrical Utilities	G4090 Other Site Electrical Utilities	No			Not in scope
<b>G90 Other Site Construction</b>					
G90 Other Site Construction	G9010 Service and Pedestrian Tunnels	No			Not in scope
G90 Other Site Construction	G9090 Other Site Systems & Equipment	No			Not in scope





## HORRY COUNTY SCHOOLS Facility & Land Holdings

Facility/Property	Acres (total)	Building Square Feet	Original Year Built
Academy for Arts, Science & Technology	48.00	142,997	2007
Academy for Technology & Academics	17.47	144,166	2006
Aynor Elementary	24.01	90,000	1997
Aynor High	51.36	204,042	1971
Aynor Middle	32.98	128,688	2003
Black Water Middle	29.84	142,945	2007
Burgess Elementary	59.91	101,389	2007
Carolina Forest Elementary	24.80	122,859	1996
Carolina Forest High	100.32	352,078	1997
Conway Elementary	12.50	93,894	2002
Conway High	77.71	320,550	1976
Conway Middle	8.30	130,705	1950's
Daisy Elementary	16.36	96,755	1956
District Office	23.13	100,108	1976
Early College High School	0.00	38,500	2013
Facilities	5.64	56,218	1980's
Forestbrook Elementary	142.40	151,472	1987
Forestbrook Middle	142.40	147,440	1997
Green Sea Floyds Elementary	88.03	86,752	1991
Green Sea Floyds High	88.03	202,923	1988
Homewood Elementary	24.23	95,265	2002
Horry County Adult Ed	12.47	78,290	1964
Horry County Education Center	8.00	30,169	1954
Kingston Elementary	27.74	93,894	2002
Lakewood Elementary	18.70	150,904	1959
Loris Elementary	17.00	120,329	1997
Loris High	82.49	200,021	1988
Loris Middle	82.23	140,754	2003
Midland Elementary	8.98	108,434	1990
Myrtle Beach Early Childhood School	24.78	113,650	1978
Myrtle Beach Elementary	53.17	136,000	1996
Myrtle Beach High	53.17	254,367	1988
Myrtle Beach Middle	15.11	169,199	2016
Myrtle Beach Primary	19.76	101,108	2007
N. Myrtle Beach High	53.32	230,687	1976
N. Myrtle Beach Middle	51.84	164,880	1996
Ocean Bay Elementary	19.98	101,000	2006
Ocean Bay Middle	0.00	142,945	2006
Ocean Drive Elementary	11.80	110,535	1956
OLD Socastee Elementary	67.79	97,649	1950's
Palmetto Bays Elementary	32.03	94,660	2002
Pee Dee Elementary	24.98	94,660	2002
River Oaks Elementary	40.11	103,083	2011
Riverside Elementary	17.92	95,182	2003
Scholars Academy	0.00	20,500	2013
Seaside Elementary	18.50	90,628	1996
SOAR Academy (NIC)	36.67	49,500	2021
Socastee Elementary	20.38	123,862	2016
Socastee High	67.79	280,300	1982
Socastee Middle	24.00	147,974	2016
South Conway Elementary	9.98	107,533	1956
St. James Elementary	53.51	83,025	1956
St. James High	59.85	228,925	2003
St. James Intermediate	59.91	169,199	2016
St. James Middle	53.51	136,118	1988
Ten Oaks Middle	29.90	169,199	2016
Conway Education Center/Therapeutic Learning Center	16.70	49,250	1964
Transportation	7.60	18,564	1960
Waccamaw Elementary	27.48	116,164	1984
Waterway Elementary	51.84	99,175	1987
Whittemore Park Middle	22.40	145,239	1954
<b>TOTAL</b>		<b>7,955,301</b>	